

Contract between
Michael Waer, Executive Director of Operations and Finance
and the
Governing Board of Estacada School District No. 108
Effective July 1, 2024 - June 30, 2027

This agreement is made between Estacada School District No 108, hereinafter referred to as "District", and Michael "Mike" Waer, hereinafter referred to as "Executive Director of Operations and Finance". School Board policy CCD and ORS 342.549 require school districts to enter into employment contracts with Superintendents and Executive Director of Operations and Finances including duration of the contract, conditions for contract termination and extension, and conditions of employee resignation.

The District hereby employs Mike Waer as the Executive Director of Operations and Finance of Estacada School District, and Mike Waer hereby accepts such employment upon the terms and conditions as set forth below.

- 1. Term:** This Agreement shall be for the period of July 1, 2024 through June 30, 2027, for 260 work days per year. A decision to enter into a subsequent contract will be made by the Board of Directors no later than March 31, 2025. This contract may be terminated with 60 days' notice from the Executive Director of Operations and Finance or upon mutual agreement of the District and Executive Director of Operations and Finance.

Termination for cause: Termination for cause shall be for conduct which is a material breach of the Executive Director of Operations and Finance duties and responsibilities as set forth by the policies of the School Board and State Law. The Executive Director of Operations and Finance shall be entitled to a due process hearing before the School Board prior to any final vote of termination. If this contract is terminated for cause, the Executive Director of Operations and Finance will not be entitled to receive compensation from the District after the termination date. This provision does not constitute a waiver of any rights District or Executive Director of Operations and Finance may have to enforce this contract in the courts under applicable law.

No Cause Termination: District may terminate this contract at any time and without cause. In the event the District terminates this employment contract without cause and without the Executive Director of Operations and Finance's concurrence, District will provide 90 days' notice to the Executive Director of Operations and Finance or 90 days' pay in lieu of notice to the Executive Director of Operations and Finance.

- 2. Duties:** The District Superintendent shall assign duties. The Executive Director of Operations and Finance agrees to well and duly perform all duties assigned by the Superintendent, and to have and maintain the legal qualifications required to perform said duties during the term of this contract. The Executive Director of Operations and Finance shall devote full time skill, labor and attention to district assignments and shall perform assigned responsibilities in accordance with the laws of the state of Oregon, Oregon Administrative Rules and written school district policies and administrative regulations, procedures and directives.
- 3. Working Hours:** The Executive Director of Operations and Finance is an exempt employee and shall maintain working hours consistent with the needs of the school district and a work week, on average, of no less than 40 hours per week. The Executive Director of Operations and Finance is required to attend school board meetings, budget committee meetings, administrative team

meetings, and other meetings as directed by the Superintendent.

4. **Compensation:** Salary for fiscal year 2024-2025 shall be in accordance with School Board policy and the salary schedule for Administrative and Supervisory employees adopted by the Board of Directors.

Cost of Living Adjustments (COLA)

The Executive Director of Operations and Finance will receive a cost of living increase as indicated below over the life of this agreement.

- a. 2024-2025 School Year - Market Adjustment
- b. 2025-2026 School Year - 4%
- c. 2026-2027 School Year - TBD

5. **Fringe Benefits:**

Insurance: The Executive Director of Operations and Finance will receive the same benefit options (medical, vision, dental with orthodontia) and employee-only long-term disability and employee-only term life insurance in the amount of \$50,000, as all other Management and Administrative Group employees in the District. The District will provide in full, the benefit premiums selected by the Executive Director of Operations and Finance.

District Funded TSA: Executive Director of Operations and Finance will receive a \$200.00 monthly District contribution to a current District approved 403(b) or 457 plan on their behalf as similar to Administrative and Management employees

Gym membership reimbursement is available to full-time employees who have been employed by Estacada School District for a minimum of 6 months. The Executive Director of Operations and Finance will be reimbursed 100% up to \$750 per employment year for eligible fees. Eligible fees include the enrollment (if applicable) and annual or monthly fees for an individual membership at a fitness center. Employees with a family membership must provide documentation of the cost for an individual membership, and will be reimbursed based upon that amount.

The Executive Director of Operations and Finance will be reimbursed on a monthly basis, regardless of the type of membership (annual or monthly). Recreational activities, weight-loss programs, smoking-cessation programs, and other similar programs, although encouraged as part of an overall fitness program, do not qualify for reimbursement. The amount reimbursed to employees will be reported as taxable income to the Internal Revenue Service and is subject to FICA, Medicare, federal, state, and local taxes.

6. **Retention Stipend:** As additional compensation to retain the services by the Executive Director of Operations and Finance during the term of his employment, the district will pay an annual retention stipend. To be eligible to receive the retention stipend, the following criteria must be met in every respect:
- - Have completed three full years of employment in the Estacada School District in a position defined as Management, Administrator or Confidential (MAC).
 - Be retained in their current position (or other MAC position) for the following year. For the Executive Director of Operations and Finance, this means that the Executive Director of Operations and Finance contract has been renewed by the board in March, and the Executive Director of Operations and Finance has signed the renewed contract, indicating his commitment to return to employment for the following school year.
 - Have not resigned, retired, or been terminated prior to the current year ending, and have not indicated to the school district prior to the school year ending that they intend to resign, retire, or end their employment with the school district.

The retention stipend will be a set percentage of the Executive Director of Operations and Finance current base salary from the board approved salary schedule. Retention stipends are determined annually by the District and shall be divided into three equal payments over three years. Any retention compensation awarded to the Executive Director of Operations and Finance shall be paid in the form of lump sum payment and will not become part of the Executive Director of Operations and Finance annual base salary. If the Executive Director of Operations and Finance employment with the District, under this Agreement is terminated for any reason including resignation or retirement, all of such remaining or unpaid retention stipend shall be forfeited by the Executive Director of Operations and Finance. If the Executive Director of Operations and Finance resigns and does not complete the fiscal year, he will be subject to repayment of the retention stipend paid the previous June as stipulated below.

Retention stipends will be paid in the month of June for qualified employees.

Forfeiture of Stipends: If the Executive Director of Operations and Finance does not complete the full fiscal year due to early resignation, retirement or other termination, he will be required to reimburse the district for the retention stipend received for that year. Under the discretion of the Superintendent this section may be waived.

However, if the Executive Director of Operations and Finance submits their resignation, retirement or other termination and he completes the full fiscal year, he will not be required to reimburse the district for stipends already paid. The employee forfeits all remaining unpaid stipends

7. Work Year/Vacation: The Executive Director of Operations and Finance shall be required to render twelve (12) months of a full and regular service to the District during each annual period covered by this Agreement or any extensions thereof. Specifically this contract shall consist of 260 days during each annual period covered by this Agreement. During each contract year, the Executive Director of Operations and Finance shall be entitled to vacation based on relevant previous experience. Vacation shall be front loaded at the beginning of each fiscal year.

- 0 - 5 years relevant experience = 10 days
- 6 - 10 years relevant experience = 15 days
- 11 - 15 years relevant experience = 20 days

Any unused vacation days shall be forfeited if not used prior to July 1st.

8. Holidays: The following days are Paid Holidays:

- | | | |
|---------------------|---------------------------|-------------------------------|
| 1. Independence Day | 5. Day After Thanksgiving | 9. Martin Luther King Jr. Day |
| 2. Labor Day | 6. Day before Christmas | 10. Presidents' Day |
| 3. Veterans' Day | 7. Christmas Day | 11. Memorial Day |
| 4. Thanksgiving Day | 8. New Year's Day | |

9. Leaves:

Sick Leave: Sick leave is granted in accordance with ORS 342.596 which grants one (1) day's leave each month of regular employment or major portion thereof, up to a maximum of twelve (12) days sick leave per year. (up to 75 days may be transferred in from previous School District)

Paid Time Off: The District will allow up to five days of paid time off each contract/fiscal year, to be taken at no loss of compensation. Three-day advance notice is preferred unless it is due to unforeseen circumstances. PTO leave is a "use it or lose it" benefit and will not be carried over from year-to-year or paid cash in lieu of.

Bereavement/Funeral Leave: (non-accumulative):

Up to five (5) consecutive days leave with pay shall be authorized by the district in the event of death of any member of the immediate family.

10. Expenses/Reimbursement:

Travel/Mileage: All travel requests will be in accordance with District Policy DLC and Administrative Regulation DLC-AR. Any exceptions to these regulations are subject to Superintendent approval.

Conferences/Workshops: The Superintendent, upon written request, may approve participation in conferences and/or workshops at District expense. Expense reimbursement will be based upon the lesser of either actual receipts or the annual per diem amount as stipulated in DLC-AR. All reimbursement requests require original, itemized receipts.

Tuition Reimbursement: Upon Superintendents prior approval, tuition reimbursement will be made for graduate level coursework, or approved courses, or training. Documentation of costs is required for reimbursement. Grade reports, transcripts or other documentation of successful completion of courses required.

Professional Dues: The district, only with Superintendent approval, may pay professional dues/fees. This does not include licensure not required by the District.

11. Evaluation: The superintendent shall determine by whom and when the Executive Director of Operations and Finance shall be evaluated, which methods of evaluation shall be used, and what actions should be taken as a result of the evaluation process.

Approved for the Estacada School District:

Ryan Carpenter, Superintendent

Date

Ken Reidel, School Board Chair

Date

Accepted by Executive Director of Operations and Finance:

Michael "Mike" Waer

Date